go to the life-tenant, for rent is not apportionable at common law, though paid in advance. *Agnew's Estate*, 17 Pa. Super. Ct. 201; *Ellis* v. *Rowbotham*, [1900] 1 Q. B. 740. It is obvious, however, that if a disproportionately large amount of the rent were paid down and a nominal amount yearly, it would be a lease unfair to the remainderman and void. *Cf. Doe d. Sutton* v. *Harvey*, 1 B. & C. 426; FAWCETT, LANDLORD AND TENANT, 3 ed., 53–54. For equity will compel the trustee to perform his duties impartially.

WILLS — EXECUTION — SIGNATURE OF ATTESTING WITNESS. — An attesting witness to a will inadvertently signed the testator's name instead of his own. A statute provided that each of the attesting witnesses should sign his name as a witness. *Held*, that the will is entitled to probate. *In the Matter of Jacobs*, 73 N. Y. Misc. 162 (Surr. Ct.).

The Statute of Frauds provided that devises of lands should be attested and subscribed by three or four witnesses. STAT. 29 CAR. II. c. 3, § 5. It is well settled by the decisions under the Statute of Frauds and statutes with like provisions that this requirement is satisfied by any writing *animo attestandi*. *Harrison* v. *Harrison*, 8 Ves. 185; *Goods of Olliver*, 2 Spinks Ecc. Cas. 57. The same result has generally been reached under statutes like the New York statute. *Morris* v. *Kniffin*, 37 Barb. (N. Y.) 336; *Garrett* v. *Heflin*, 98 Ala. 615, 13 So. 326. A similar statute in California, however, has been more strictly construed, the court holding that a provision that an attesting witness must sign his name is not satisfied by the signing of a name other than that of the witness. *Estate of Walker*, 110 Cal. 387, 42 Pac. 815. *Cf. Stewart* v. *Beard*, 69 Ala. 470. The view of the California court would seem preferable to that expressed in the principal case.

WITNESSES — COMPELLING TESTIMONY — SUBPŒNA DUCES TECUM TO EMPLOYEE TO PRODUCE EMPLOYER'S BOOKS. — An employee of a firm, being in charge of one of the departments of the business, was served with a *subpœna duces tecum* to produce certain documents which belonged to his employers, but were in the department of which he had charge. He refused to produce them. *Held*, that in the absence of evidence of authority from his employers, the order for a writ of attachment should be discharged. *Eccles & Co.* v. *Louisville & Nashville R. Co.*, 28 T. L. R. 67, 132 L. T. 86 (Eng., C. A., Nov. 17, 1911).

To enforce a *subpœna duces tecum* the document must be in the control of the witness. *Amey* v. *Long*, 9 East 473; *Lee* v. *Angas*, L. R. 2 Eq. 59. See 4 WIGMORE, EVIDENCE, § 2200 (4). What is sufficient control is largely a question of the facts of each case. *Campbell* v. *Earl of Dalhousie*, L. R. 1 H. L. Sc. 462. Although one may be legally the possessor of the document, another may have such custody of it as to warrant the issuing of a *subpœna* to him. *Corsen* v. *Dubois*, 1 Holt 239; *Amey* v. *Long*, 1 Camp. 14. On the other hand, it would seem that the legal possessor, though not having actual custody at the time, could be subpœnaed. *Steed* v. *Cruise*, 70 Ga. 168. But an employee ordinarily has no such control over his master's papers as to warrant his being ordered to bring them into court. *Queen* v. *Stuart*, 2 T. L. R. 144; *Crowther* v. *Appleby*, L. R. 9 C. P. 23. See *Lorenz* v. *Lehigh Nav. Co.*, 5 Leg. Gaz. (Pa.) 174. *Cf. King* v. *Daye*, [1908] 2 K. B. 333. So a steward has been held not compellable to produce papers belonging to his master. *Earl of Falmouth* v. *Moss*, 11 Price 455. *Cf. Attorney-General* v. *Wilson*, 9 Sim. 526. So as to a bank clerk. *President, etc. of Bank of Utica* v. *Hillard*, 5 Cow. (N. Y.) 153, 419. And a clerk in a public office. *Austin* v. *Evans*, 2 M. & G. 430. The rule laid down in the principal case that the party calling for the papers must show that the witness has the ability to bring them into court is well recognized. *Hall* v. *Young*, 37 N. H. 134.